



Washington Conservation Corps Sponsor Agreement

WCC agreement No.: WCC-12-17-002

SPONSOR agreement No. (if applicable): _____

THIS AGREEMENT made by and between the State of Washington Department of Ecology Washington Conservation Corps, hereinafter referred to as the "DEPARTMENT," and that entity whose name appears in item 1, below, hereinafter referred to as the "SPONSOR."

1. SPONSOR City of Redmond	2. CONTACTS
3. ADDRESS:	DEPT. PROJECT LEADER Stephanie Jackson 360-407-6635
City of Redmond ATTN Tom Hardy PO BOX 97010 Redmond WA 98073	SPONSOR CONTACT Tom Hardy 425-556-2762
	CREW SUPERVISOR To Be Determined 425-516-5679
	WCC Agreements MANAGER Bridget Mason 360-407-6516

4. PROJECT TITLE/DESCRIPTION 2012-2013 City of Redmond/AmeriCorps

5. PROJECT LOCATION: King County

6. PERIOD OF PERFORMANCE: CONTRACT BEGINS: 10/1/2012 CONTRACT ENDS: 9/22/2013

7. SCOPE OF WORK:

Restoration Activities: Under the direction of Sponsor organization staff, WCC crew(s) will perform various restoration, in-stream, and habitat maintenance projects. Specific tasks include, but are not limited to, invasive species control, native species installation, and fence construction/repair.

Tasks will not include Prohibited Activities set forth in Exhibit B and incorporated herein by reference.

AmeriCorps member(s) will not be available to the SPONSOR organization during training events, days of service, scheduled days off, and other WCC scheduled activities set forth in Exhibit A and incorporated herein by reference.

8. MAXIMUM BUDGET				REIMBURSED
Provided by DEPARTMENT	Cost	Provided by SPONSOR/DONATIONS	COST	
1 Crew (Cost Share)		All project materials, technical assistance, and coordination		\$50,000.00
4 Weeks Spike Crew (\$3,500/week)				\$14,000.00
Spike Crew Travel (if required)				\$4,800.00
9. Special Terms and Conditions <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (See XVII)		Total SPONSOR COST		\$68,800.00 Above cost Not to be Exceeded

10. Biennial Closures: In accordance with biennial closing procedures, the sponsor must reimburse the DEPARTMENT no later than June 30, 2013 for services or material supplied under this agreement when submitted for payment on properly itemized vouchers (Form A-19).

REMARKS

AFRS ACCOUNT CODE

TRANS CODE	FUND	APPN INDEX	PROG INDEX	PROJ	SUB PROJ	PROJ PHAS	ORG INDEX	CO.	OBJ	SUB OBJ	AMOUNT

IN CONSIDERATION OF THE GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- I. All rights and obligations of the parties to this agreement shall be subject to and governed by those General Terms and Conditions contained in the text of this contract instrument and Section XVII. 'SPECIAL TERMS AND CONDITIONS.'
- II. In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) Applicable Local, Tribal, Federal & State Statutes & Regulations, (b) Special Terms and Conditions, and (c) General Terms and Conditions.
- III. This agreement and its appendices, if any, contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- IV. This agreement shall be subject to the written approval of the authorized representative of the DEPARTMENT and shall not be binding until so approved. Only the authorized representative by writing (delegation to be made prior to action) shall have the expressed, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the authorized representative.

V. AUTHORITY AND PURPOSE:

a. Authority

The Legislature enacted Chapter 43.220 RCW, which created the Washington Conservation Corps, hereinafter referred to as the "WCC," and named the DEPARTMENT as the implementation authority.

b. Purpose

The purpose of this contract is to establish a formal understanding between the DEPARTMENT and the SPONSOR to accomplish the project described in "SCOPE OF WORK".

This agreement is designed to specify the kinds and amounts of goods and services to be used and/or exchanged by the DEPARTMENT and the SPONSOR to their mutual benefit through a WCC project.

The SPONSOR acknowledges that participation in the WCC program shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits, nor in the impairment of existing agreements for services.

VI. DEFINITIONS:

- a. "SPONSOR Contact" shall mean the person who serves as the SPONSOR's lead on the project and shall cooperate with all parties concerned to promote successful completion of the project described under "SCOPE OF WORK".
- b. "SPONSOR Work Director" shall mean the person who specifies work to be performed onsite; outlines, describes, and delegates work to be accomplished; supplies necessary orientation and training for use of special equipment and procedures; and is responsible for directing WCC crew supervisor(s) regarding specific project tasks as described in "SCOPE OF WORK".
- c. "DEPARTMENT Project Leader" shall mean the person who is responsible for developing and facilitating the project and shall serve as liaison between the DEPARTMENT and SPONSOR. PROJECT LEADER assumes ultimate responsibility to ensure adequate coordination of the project.
- d. "WCC Member" shall mean an individual enrolled in the WCC program. WCC members shall not be considered regular state employees. Provisions of law relating to civil service, hours of work, rate of compensation, sick leave, unemployment compensation, state retirement plans, and vacation leave do not apply to the WCC members. However, medical aid and state industrial insurance will be provided by the DEPARTMENT for each WCC member.
- e. "Crew Supervisor" shall mean the person who is responsible for matters relating to personnel administration and overall project direction. He/she supervises WCC members (generally four or more) regarding work to be accomplished and is responsible for individual crew safety, daily crew supervision and discipline, completes WCC member training plans, and provides a written evaluation of each WCC member's job performance and skills acquired each quarter and at termination of employment.

VII. SCOPE OF WORK:

Both parties agree to complete in a satisfactory and proper manner the services described under Section 7. "SCOPE OF WORK" on page 1 of this agreement, and to provide materials and supplies necessary to ensure satisfactory completion of the project, including any special equipment required by special work conditions. The SPONSOR agrees to obtain any necessary permits such as right of entry or other applicable permits as set by local, state, tribal or federal laws and regulations. The DEPARTMENT agrees to provide WCC members who will complete activities in Section 7. "SCOPE OF WORK" on page 1 of this agreement. All equipment provided by either the DEPARTMENT or the SPONSOR shall be returned to the provider within fifteen (15) days after termination of this agreement, unless otherwise specified in Section XVII. "SPECIAL TERMS AND CONDITIONS."

VIII. PERFORMANCE:

- a. Time for Performance: Any work performed prior to the effective date of this SPONSOR AGREEMENT, or continuing after the completion date of same, unless otherwise agreed upon in writing herein, will be in violation of this agreement and will be at the SPONSOR's expense.
- b. Compliance With All Laws: The SPONSOR agrees to observe, and comply with, all local, federal, tribal, and state laws, regulations, and policies affecting performance under this agreement.
- c. Release of Information or Materials: The SPONSOR will not release any information or materials developed pursuant to this agreement without prior written authority from the DEPARTMENT.
- d. Final Report Evaluation: Within 15 days after termination of this contract, the SPONSOR shall provide the DEPARTMENT with a written evaluation of the project. At a minimum, the following shall be evaluated:
 1. Benefit to WCC members
 2. Environmental benefits
 3. Department cooperation/coordination
 4. Whether the overall goals and objectives of the project were obtained
 5. Suggestions for program improvement
 6. Revised estimates of alternate supplier cost and SPONSOR cost/donation

IX. TERMINATION OF AGREEMENT:

- a. Termination by SPONSOR for Cause: If the DEPARTMENT fails to fulfill in a timely and proper manner its obligations under this agreement, or if DEPARTMENT shall violate any of the covenants, agreements, assurances, or stipulations of the agreement, SPONSOR shall have the right to terminate this agreement by giving written notice specifying the effective termination date to the DEPARTMENT at least seven (7) days before such date.
- b. Termination by DEPARTMENT for Cause: If SPONSOR fails to fulfill in a timely and proper manner its obligations under this agreement, or if SPONSOR shall violate any of the covenants, agreements, assurances, or stipulations of the agreement, DEPARTMENT shall have the right to terminate this contract by giving written notice specifying the effective termination date to the SPONSOR at least seven (7) days before such date.
- c. Termination by DEPARTMENT for Convenience: The DEPARTMENT may terminate this agreement by giving written notice to SPONSOR of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described above shall be delivered to DEPARTMENT for its review. After the review at the option of DEPARTMENT such documents or material or portions thereof shall become its property.
- d. Insufficient Funding: In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this agreement and prior to normal completion, the DEPARTMENT may terminate the contract under Section IX.C. "Termination by DEPARTMENT for Convenience" clause, subject to renegotiation under those new funding limitations and conditions.

X. LIABILITY:

- a. When direct supervision is provided by the DEPARTMENT employed crew supervisor, the DEPARTMENT agrees that WCC members working under this agreement are agents of the DEPARTMENT, and therefore the DEPARTMENT shall be liable for personal injury or property damage caused by WCC Member negligence.
- b. The SPONSOR is liable for procurement and compliance with any necessary permits.

- c. To the extent that the Constitution and laws of the State of Washington permit, all parties to this agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. None of the parties assume any responsibility to the other parties for the consequences of any act or omission of any person, firm, or corporation not a party to this agreement.

XI. NON-DISCRIMINATION:

The DEPARTMENT and the SPONSOR agree to be bound by all local, federal, tribal, and state laws, regulations, and policies against discrimination and agree not to discriminate in employment, either directly or indirectly, because of a person's age, sex, sexual orientation, marital status, creed, color, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

XII. DISPUTES:

Except as otherwise provided in this agreement, when a bona fide dispute arises between the DEPARTMENT and the SPONSOR and it cannot be resolved, either party may request a dispute resolution with the DEPARTMENT. The parties agree that this dispute resolution process shall precede any action in a judicial tribunal. Either party's request for a dispute resolution must:

- a. be in writing;
- b. state the disputed issues;
- c. state the relative positions of the parties;
- d. state the SPONSOR's name, address, and WCC Agreement number;
- e. be mailed to the DEPARTMENT within thirty (30) days after the party could reasonably be expected to have knowledge of the issue(s) which are now in dispute.

XIII. INVOICE VOUCHERS:

Reimbursable expenditures under the terms and conditions of this agreement shall in no event exceed the amount set forth herein. The SPONSOR shall reimburse the DEPARTMENT for services performed when submitted on a properly itemized voucher (Form A-19) in accordance with Section 8. "MAXIMUM BUDGET" Reimbursement shall be made by the SPONSOR within thirty (30) days of receipt of said voucher. ECOLOGY shall submit monthly invoices to the Sponsor. The monthly invoice amount will be calculated by dividing the TOTAL SPONSOR COST by the length, in number of months, of this agreement. Payment to ECOLOGY for approved and completed work will be made by warrant within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

XIV. AMENDMENTS:

Changes in the scope of this agreement which cause an increase or decrease in the cost of, or the time required for the performance of any part of the scope of work under this agreement, shall be accomplished by written amendment and executed by both parties prior to implementation.

XV. SUBCONTRACTS:

The SPONSOR shall not enter into subcontracts for any of the work contemplated under this agreement without obtaining prior written approval of the DEPARTMENT'S PROJECT LEADER.

XVI. RECORDS RETENTION:

Both parties shall maintain books, records, documents and other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the SPONSOR agreement. These records shall be subject at all reasonable times to inspection, review, or audit by duly authorized personnel for six years after the agreement end date.

XVII. SPECIAL TERMS AND CONDITIONS:

Special terms and conditions of this contract include:

- a. The DEPARTMENT and SPONSOR agree to comply with AmeriCorps' policies related to "Prohibited Activities", set forth in Exhibit B.
- b. WCC members will be made available to SPONSOR from October 1, 2012 through September 19, 2013 within which members will be allowed to work up to 1,850 hours. Members may be made available through September 22, 2013 if the mutually agreed upon work schedule extends through Sunday.

- c. WCC Members will be hired and working no sooner than October 1, 2012 and no later than October 15, 2012 to attain a full AmeriCorps scholarship.
- d. WCC Member vacancies can be filled with a 900 hour, half AmeriCorps scholarship beginning April 1, 2013. Any further member hiring for the remainder of the program year is at the discretion of the DEPARTMENT and based on availability.
- e. All state holidays will be non-working days for AmeriCorps members. In addition, there is a shutdown week (4 days) scheduled in December and up to 7 planning days set aside that are non-working days for members. These days are to be used by staff for planning purposes.
- f. There will be 8 days of formal WCC member training (4 days in March and 4 days in June), a 4-day New Member Orientation Training (October), and 4 days dedicated to an MLK Community Service (January). These scheduled dates, along with up to 2 additional days reserved for meetings, trainings or other events, are dates in which members and supervisors are unavailable to perform project work.
- g. The DEPARTMENT will provide the number of WCC Crews and/or Individual Placements specified in Section 8 "Maximum Budget" on Page 1 of this agreement for an equivalent of 20 working weeks.
- h. Crews will attend community service events, cross training opportunities including a one-week (40 hr) spike, National Day of Service events, any appropriate administrative meetings, and Emergency Response activities at minimal notice, as needed. In an event of an emergency response, the WCC Program will make every effort to fulfill sponsor program needs, including sending additional crews, whenever possible. Spikes will be scheduled in coordination with the Sponsor. Invoices will include all activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response if needed.
- i. The WCC standard 40 hour workweek is Monday through Thursday from 7:00am to 5:30pm. An alternate work schedule may be arranged with prior approval from the WCC.
- j. For a SPONSOR hosting WCC Crew(s):

SPONSOR agrees to provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. In locations without internet access, an extra charge is included for the sponsor to pay for and the DEPARTMENT to provide a wireless access device.

Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment.

- k. For a SPONSOR hosting Individual Placement positions:

SPONSOR agrees to provide a work station, email, transportation to and from WCC events (or private mileage reimbursement for personal vehicle use), and day-to-day direction of work activities.

XVIII. ENTIRE AGREEMENT:

This document contains the entire and integrated contract between the parties, and no statement, promise, inducement or agreement made by the DEPARTMENT or its agents or an employee that is not contained in this written agreement shall be valid or binding. No alteration, addition, or modification of any of the terms or conditions of this agreement shall be effective if not in writing and signed by the authorized representatives of the SPONSOR and the DEPARTMENT.

SIGNATURES:
SPONSOR

BY: Jane Clark
TITLE: Deputy City Administrator
DATE: 9/27/12

DEPARTMENT

BY: Gordon White
TITLE: Gordon White, SEA Program Manager
DATE: 9/17/12

Ecology is an Equal Opportunity and Affirmative action employer. For special accommodation needs, contact the Washington Conservation Corps at (360) 407-6516. The TDD number is (206) 407-6006.

EXHIBIT A: 2012-2013 WCC Events Calendar

OCTOBER							NOVEMBER							DECEMBER							JANUARY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
1	2	3	4	5	6	7				1	2	3	4						1	2		1	2	3	4	5	6
8	9	★10	11	12	13	14	5	6	7	8	★9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	12	13	14	15	16	17	18	★10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	★25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	★25	26	27
29	30	31					★26	27	28	29	30			★24	25	26	27	28	29	30	28	29	30	31			
														31													

FEBRUARY							MARCH							APRIL							MAY						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
				1	2	3					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	★10	11	12	13	14	6	7	8	9	★10	11	12
★11	12	13	14	15	16	17	★11	12	13	14	15	16	17	15	16	17	18	19	20	21	★13	14	15	16	17	18	19
18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	★25	26	27	28	20	21	22	23	★24	25	26
★25	26	27	28				★25	26	27	28	29	30	31	29	30						27	28	29	30	31		

JUNE							JULY							AUGUST							SEPTEMBER						
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
					1	2	1	2	3	4	5	6	7			1	2	3	4							1	
3	4	5	6	7	8	9	8	9	★10	11	12	13	14	5	6	7	8	★9	10	11	2	3	4	5	6	7	8
★10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	★10	11	12	13	14	15
17	18	19	20	21	22	23	22	23	24	★25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	★25	26	27	28	29	30	29	30	31					★26	27	28	29	30	31		23	24	★25	26	27	28	29
																					30						

Start Date

AmeriCorps Launch

Orientation Training

Holiday--Day Off

Supervisor Planning (Members Off)

Scheduled Week Off

Assistant Supervisor Training

MLK Week of Service

Elective Training--Week 1

College Readiness (select members)

Elective Training--Week 2

TBD

Member PDPs Due

Timesheets Due

Payday

In addition to dates highlighted above, 1-day debriefs are to be scheduled, by region

End Date

Spike Crew End Date

Supervisor Meeting

Start Date
AmeriCorps Launch
Orientation Training
Holiday--Day Off

Supervisor Planning (Members Off)
Scheduled Week Off
Assistant Supervisor Training
MLK Week of Service

Elective Training--Week 1
College Readiness (select members)
Elective Training--Week 2

TBD In addition to dates highlighted above, 1-day debriefs are to be scheduled, by region

Member PDPs Due
Timesheets Due
Payday

End Date
Spike Crew End Date
Supervisor Meeting

Members' Potential Hours

October 190

November 130

December 130

January 160

February 140

March 150

April 170

May 160

June 160

July 180

August 170

September 110

Total Oct 1 Start: 1850

1700-hour minimum: \$5,550

Total Apr 1 Start: 950

900-hour minimum: \$2,775

Total Jun 17 Start: 540

450-hour minimum: \$1,468

Exhibit B: Prohibited Activities

There are activities that WCC members and staff may not perform in the course of their duties, while charging time to the AmeriCorps program, or the Department of Ecology. Furthermore, members and staff may not engage in any conduct in a manner that would associate the prohibited activities with the WCC or CNCS. Prohibited activities include:

1. Participating in efforts to influence legislation, including state or local ballot initiatives, or lobbying for the program
2. Organizing a letter-writing campaign to Congress
3. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office
4. Participating in or endorsing events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials Voter registration drives
5. Organizing protests, petitions, boycotts or strikes
6. Assisting, promoting or deterring union organizing
7. Impairing existing contracts for services or collective bargaining agreements
8. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytizing
9. Providing a direct benefit to a for-profit entity; a labor union; a partisan political organization; or an organization engaged in religious activities
10. Participating in activities that pose a significant safety risk to participants

WCC members, like any other private citizen, may participate in any of the above activities on their own time, at their own expense, and at their own initiative. Members may not wear AmeriCorps service gear in such instances.

Fundraising: In general, WCC members cannot assist their organization with major fundraising efforts. In addition, the member may not support fundraising efforts that do not provide immediate and direct support to the direct service activities of the program. However, CNCS policy permits some limited activities related to fundraising to the extent that such activities:

- Provide immediate and direct support to a specific and direct service activity;
- Fall within the program's approved direct service objectives;
- Are not the primary activity of the program; and
- Do not involve significant amounts of time for any member. WCC members may spend no more than ten percent of their originally agreed upon term of service performing fundraising activities.

Grant Writing: WCC members may not prepare any part of a grant proposal or perform other fundraising functions to help the program achieve its match requirements, or to pay the program's general operating expenses.